

**Appl. No.: 09/643,227**

**Amdt. dated May 9, 2005**

**Reply to Office Action of November 15, 2004**

**Amendments To The Drawings:**

The attached sheets of drawings consist of Formal Drawings to replace the previously filed informal drawings.

Attachment: Replacement Sheets

## **REMARKS**

Based on the above amendment and the following remarks, applicants respectfully submit that all the pending claims are in condition for allowance.

### **Status of the Claims**

Claims 1-42 were pending. Claims 1, 16, 22, and 37 have been amended. Claim 43 has been added. Claims 1-43 are now pending.

### **Rejections under 35 USC §§ 102, 103**

Claims 1-13, 15-19, 21-34, 36-40, and 42 stand rejected under 35 USC § 102(e) as being anticipated by U.S. Patent No. 6,278,982 ("Korhammer"). Applicants traverse these rejections because the cited art fails to teach or suggest every element of the claims. See MPEP 2131 ("To anticipate a claim, the reference must teach every element of the claim.").

Claims 14, 20, 35, and 41 stand rejected under 35 USC § 103(a) as being unpatentable over Korhammer. Applicants traverse these rejections because the cited art fails to teach or suggest all the claim limitations. See MPEP 2142 ("Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations.").

As amended, independent claim 1 recites in part "sending the order to a first default market, wherein the order is partially filled; after sending the order to the first default market, sending the order to at least one pre-selected market, wherein the order is partially filled; and after sending the order to at least one pre-selected market, booking the order in a second default market". Independent claim 22 recites similar limitations. The examiner cites Korhammer 5:58-6:60 and 8:39-46 in relation to these limitations. These cites describe how a large order may be split into multiple suborders in different markets. However, Korhammer fails to teach or suggest the sequence of actions recited by claim 1, where the order is submitted to a market specified by the order only after the order has been submitted to a first default market and partially filled there. To the contrary, Korhammer teaches at 10:11-24 that the order is submitted only to the market specified by the order. For at least this reason, independent claims 1 and 22, along with their respective dependent claims 2-15 and 23-36, are patentable over the cited art.

Dependent claim 10 recites in part "setting the time-in-force to indicate an IOC order before sending the order to the at least one pre-selected market". Dependent claim 31 recites a

similar limitation. As defined in the specification, IOC means “Immediate or Cancel”. Note that the quoted limitation is accompanied by the requirement in claim 1 (or claim 22 for dependent claim 31) of booking the order in a second default market after sending the order to the at least one pre-selected market. As defined in the specification, booking means that an order is not an IOC order. Consequently, claims 10 and 31 require that the order be changed from an IOC order to a non-IOC order when it is placed in the second default market. The examiner cites Korhammer Figs. 8 and 9, item 609, and 10:55-60 as teaching the quoted limitation. At these cites, Korhammer teaches that an order duration may be selected by the customer, and that the available selections for duration will depend on the route for the order. Korhammer fails to teach or suggest that an order specifying a market and a time-in-force would be placed as an IOC order in the selected market and then booked in a default market. For at least this additional reason, claims 10 and 31 are patentable over the cited art.

As amended, independent claim 16 recites “sending the order as an IOC order to at least one pre-selected market; and booking the order in a default market after said sending”. Independent claim 37 recites similar limitations. As defined in the specification, booking means that an order is a non-IOC order. Consequently, claims 16 and 37 require that an order be sent as an IOC order in one market and later be sent as a non-IOC order in a second market. The examiner cites Korhammer 5:58-6:60 and 8:39-46 in relation to these limitations. These cites describe how a large order may be split into multiple suborders in different markets. However, Korhammer fails to teach or suggest that the orders in different markets would be of different types, and would be sent in the order required by claim 16. For at least this reason, independent claims 16 and 37, along with their respective dependent claims 17-21 and 38-42, are patentable over the cited art.

#### **Newly Added Claim**

Independent claim 43 recites that a non-IOC order with a selected market is first submitted to a different market as an IOC order, then submitted to the selected market as an IOC order, then booked as a non-IOC order in a different market. This sequence is not taught or suggested by the cited art, and for at least this reason, applicants submit that claim 43 is patentable over the cited art.

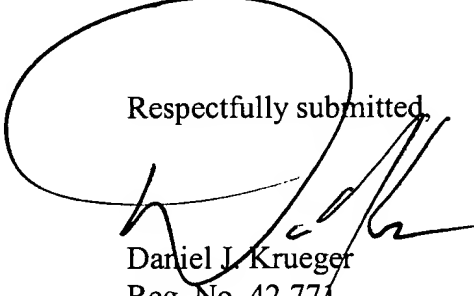
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**Conclusion**

In the course of the foregoing discussions, applicant may have at times referred to claim limitations in shorthand fashion, or may have focused on a particular claim element. This discussion should not be interpreted to mean that the other limitations can be ignored or dismissed. The claims must be viewed as a whole, and each limitation of the claims must be considered when determining the patentability of the claims. Moreover, it should be understood that there may be other distinctions between the claims and the prior art which have yet to be raised, but which may be raised in the future.

If any fees are inadvertently omitted or if any additional fees are required or have been overpaid, please appropriately charge or credit those fees to Conley Rose, P.C. Deposit Account Number 03-2769/1991-01500/HDJK.

Respectfully submitted,



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